



## **TERMS AND CONDITIONS**

Cautiously read through all of the terms of this agreement in order to accept the terms and conditions in accordance to Forensics South Africa hereafter as FSA client (whose name appears on invoice)

Your access to and use of the service is the conditioned on your acceptance of and compliance with these Terms. These apply to all visitors, users and others who access or use the service.

By obtaining FSA's website or by using any of the information, data, or services hereby you are deemed to have acknowledged the agreement and given consent that is bound by the terms and conditions of use. The terms and conditions shall be applicable and bound upon every transaction. If you disagree with any part of the terms then you may not access the services.

## **PRIVATE POLICY**

FSA is committed to respecting your privacy. For example you may visit our website via the internet without the concern of identifying yourself or any personal information being leaked. We treat all our client's information in a confidential manner. Any personal identifiable information (information by which is identification) FSA assures you that such information shall only be used to structure your client relationship with FSA.

FSA is governed by several levels of legislation that are in place to protect the rights of privacy of individuals and that the background of screening industry.

As a result FSA developed its own consent form to meet the requirements of the POPI Act where no verifications can be conducted without this form.

This form is valid for three Months.

## **DISCLAIMER**

All data provided to our clients is resulted information provide to FSA from a diverse data base service. The accuracy of DATA provided by this website is completely determined upon information provided by third party vendors suppliers does not warrant precision od data, which hereby states suppliers will not be held liable whether in contract, delict, or breach of warranty for any loss or damage or damages however arising, through or out of the client (any of third party) upon placing trust on the data provided by the supplier in accordance the supplier does not obtain any liability for any fault, omission or inaccuracy in the reported provided.

## **EMAIL COMMUNICATIONS DISCLAIMER**

The information in this message is confidential and may be legally privileged. It is intended solely for the addressee. Access to this message by anyone else is unauthorized. If you are not the intended recipient, any disclosure, copying, or distribution of the message, or any action or omission taken by you in reliance on it, is prohibited and may be unlawful. Please immediately contact the sender if you have received this message in error. Thank you

## **SECURITY**

FSA will take the necessary steps to safeguard the data our client shares with us from unapproved access or disclosure.

## **COPYRIGHT**

The contents of the Website, including any material, information, software, icons, text, graphics, lay-outs, images, sound clips, advertisements, video clips, trade names, logos, trade-marks, designs and service marks which are displayed on or incorporated in this Website ("Website Content") are protected by law, including but not limited to copyright and trade mark law. The Website Content is the property of FSA, its advertisers and/or sponsors and/or is licensed to the Company.



You will not acquire any right, title or interest in or to the Website or the Website Content. Any use, distribution or reproduction of the Website Content is prohibited unless expressly authorised in terms of these Terms and Conditions or otherwise provided for in law.

Where any of the Website Content has been licensed to the Company or belongs to any third party, your rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and you agree to comply with such third party terms and conditions.

### **LOSS AND LIABILITY**

The use of the Website is entirely at your own risk and you assume full responsibility for any risk or loss resulting from use of the Website or reliance on any information on the Website.

The Company disclaims liability for any damage, loss or liability, whether direct, indirect or consequential in nature, arising out of or in connection with your access to or use of the Website and/or any content therein unless otherwise provided by law.

In addition to the disclaimers contained elsewhere in these Terms and Conditions, the Company also makes no warranty or representation, whether express or implied, that the information or files available on the Website are free of viruses, spyware, malware, Trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardize or otherwise impede in any manner the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardize, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or wilful misconduct of the Company, its employees, agents or authorised representatives. The Company thus disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in connection with your access to or use of the Website.

### **ACCURACY AND SITE REVISION**

Whilst the Company takes reasonable measures to ensure that the content of the Website is accurate and complete, the Company makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of the Website or as to the accuracy, completeness or reliability of any information on the Website. FSA reserves the right to implement changes to any portion of this website without prior notice. You hereby agree and consent that you should be bounded by any such change.

### **CONFIDENTIALITY**

By the use of FSA's website you agree that any contact or materials you interact to this website or FSA will not be treated as confidential unless stated otherwise in these Terms and Conditions.

### **USE OF INFORMATION**

Any personal information not limited to name: ('names', 'addresses', 'credit card information' or 'contact information') that has been entered onto FSA's website will be used by FSA and its supplier shall not be sold or forwarded to any organisation that is not an FSA Service Provider.

### **3<sup>rd</sup> PARTY INDEMNITY**

By you using the website of FSA it constitutes as acceptance to the following conditions



### **3<sup>RD</sup> PARTY**

If you acting as an agent of a company capturing requests for verification for a subject, you accept and understand as an agent for your company that you have informed the subject about his/her rights to privacy and obtained permission by writing to perform verification checks.

### **INFORM SUBJECT**

As a 3<sup>rd</sup> Party Agent, you must fully inform the subject of your intent to perform verification checks and the reason of your inquiry. Consent must be given in writing by the subject prior to the commencement of verification checks. The subject shall be informed of the verification results once verification checks have been completed. Verification checks can only be performed on a subject if the results of the verification can affect the subject's employment position.

As an agent of a 3<sup>rd</sup> Party Company you accept the responsibility of maintaining all signed FSA Consent Forms for a period of 2 years, in which you entitle FSA to request from you any subjects signed consent form prior to verification checks being performed or after such verification checks have been processed

### **PERSONAL INDEMNITY**

You hereby allow FSA to forward all personal information to FSA verification agents acting on behalf of FSA and FSA Service Providers.

### **PERSONAL DETAILS**

You hereby give authorisation to agents of FSA to access personal information, including but not limited to information in regard to your criminal record, credit card, employment history, drivers licence and educational records to FSA. You unconditional indemnify and hold FSA and its agents and suppliers harmless against any liability that may result in accessing data in this regard.

### **VERIFICATION PURPOSE**

You acknowledge and understand that it is a policy of FSA's agents that the data is relevant for the purpose of your proposed employment/continuation of employment when required by your (Potential) Employer or in regard of fraud prevention or detection purposes.

### **PRICING POLICY**

Prices that are stipulated on the website are null and void and are inapplicable to any parties at any time. Correct and applicable pricing can only ever be obtained from an FSA agent upon request.

### **PAYMENT POLICY**

FSA offers a three specific methods of payment for our services on this and related sites. These would be direct funds transfer, via credit card, under strictly governed conditions appointed via agreed terms. The last option is strictly for registered clients. Please also be advised that, while all enquiries will be received by FSA, FSA will not be processed until proof of payment has been received by FSA

### **SECURE INTERNET DEPOSIT AND REFUND POLICY**

Online payment gateway will authorise payment by secure internet deposit immediately (when available) inclusive that all information are captured correctly. FSA takes no responsibility in fraudulent for internet banking login codes and pins.

### **CREDIT CARD AND REFUND POLICY**



All payments done by credit card is immediately authorised by an online payment gateway, inclusive that all information are accurate. FSA will not be responsible for the fraudulent use of credit cards. Please Note: that once a background screening order has been captured, it is hereby considered to be authorisation to start the process of verification by FSA. Hereby no refunds or adjustments to orders may be made.

#### **AGREE TERMS**

Payment on invoice of agreed terms is subject to availability to qualifying clients who are registered on such on FSA's system. In addition, a terms agreement dependent upon several criteria and conditions, all of the sole discretion of FSA

#### **CONTACT**

Upon using the services of FSA, you hereby consent FSA contacting you or your organisation for the basis of a newsletter, survey or marketing purposes, which will also grant you the right to unsubscribe.

FSA is devoted to your privacy. For any comment or possible questions related to privacy policy, please feel free to email [info@fsascreening.com](mailto:info@fsascreening.com)